Minn. 339, 145 N. W. 26; Mass. R. L., c. 189, § 25. But if his claim arises after service, it is not available as a set-off. *Wheeler* v. *Emerson*, 45 N. H. 526. In the instant case, the court treats the deposits as after-acquired property subject to garnishment, and the overdrafts as after-acquired claims against the principal debtor, unavailable as defenses. Assuming this, it is submitted that where a garnishment statute creates responsibility for property acquired between service and answer, the courts should, for obvious reasons of business convenience, allow the garnishee to set off claims acquired during the same period. Furthermore, it seems improper to consider the deposits as claims due the principal debtor so as to be subject to garnishment. They are really payments of the garnishee's claim for the overdrafts. Where the garnishee is an employer, this view has been taken as to wages payable in advance. *Bump* v. *Augustine*, 154 N. W. 782 (Iowa); *Callaghan* v. *Pocasset Mfg. Co.*, 119 Mass. 173.

INSURANCE — MARINE INSURANCE — APPORTIONMENT BETWEEN WAR RISK AND MARINE RISK. — The Admiralty requisitioned a vessel, the charter party providing that "the Admiralty shall not be held liable if the steamer shall be lost . . . in consequence of dangers of the sea . . . collision . . . or any other cause arising as a sea risk," but the Admiralty took the risk of "all consequences of hostilities or warlike operations." The vessel while navigating at night without lights, in compliance with Admiralty orders, collided with another vessel also navigated without lights, and sank. *Held*, that the loss was not a consequence of hostilities or warlike operations. *Britain Steamship Company, Ltd.* v. *The King*, [1919] 2 K. B. 670 (Court of Appeal).

By one policy a vessel was insured against "all consequences of hostilities or warlike operations by, or against the King's enemies," and by another policy against the usual maritime perils "warranted free from . . . all consequences of hostilities and warlike operations." While proceeding in convoy at night, zigzagging on a course ordered by a naval officer, the vessel ran upon a reef and became a total wreck. *Held*, that the loss falls upon the marine risk underwriters. *British India Navigation Co.* v. *Green, et al.*, [1919] 2 K. B. 670 (Court of Appeal).

For a discussion of these cases, see NOTES, p. 708, *supra*.

INSURANCE — MARINE INSURANCE — RECOVERY DENIED FOR PARTIAL LOSS WHEN FOLLOWED BY TOTAL LOSS FROM AN EXCEPTED PERIL. — A vessel was insured against marine risks only, including particular average, on a time policy. Indemnity for loss by war risks was contracted for by the British Admiralty, value to be ascertained at date of loss. Due to a partial loss by marine risks, the vessel depreciated in value to the extent of £1770. This loss remained unrepaired, and on a subsequent voyage, during the currency of the policy, the vessel was totally destroyed by war risks. Indemnity to the then value of the ship was paid by the Admiralty, and the owner sued the underwriter for its share of the £1770 partial loss. *Held*, that the partial loss may not be recovered. *Wilson Shipping Co., Ltd.*, v. *British and Foreign Ins. Co., Ltd.*, [1919] 2 K. B. 643.

Section 77 (2) of the British Marine Insurance Act of 1906, which provides that there shall be no recovery for an unrepaired partial loss, when followed by a total loss, appears to contemplate a case where both partial and total loss would fall upon the underwriter. See 6 EDW. VII, c. 41. Reliance is placed, in the instant case, upon a decision of Lord Ellenborough to the effect that an unrepaired partial loss, which caused a depreciation in the value of the vessel, could not be recovered when there was immediately afterwards a total loss from an excepted peril. *Livie* v. *Janson*, 12 East, 648. Whether the principle of that decision is sound is open to question. See PHILLIPS ON

INSURANCE, 2 ed., 220. Justification for such a holding has been said to be that there is, looking at the whole period of the policy, no continuing prejudice by the partial loss. See *Lidgett* v. *Secretan*, L. R. 6 C. P. 616, 630; MCARTHUR, INSURANCE, 2 ed., 220. Recovery may be had if the partial loss has been brought home to the assured by repair, though there is, thereafter, a total loss. *Le Cheminant* v. *Pearson*, 4 Taunt. 367. And if the unrepaired partial loss is fixed by a subsequent sale of the vessel, or by the termination of the policy, recovery may be had, for in these cases the partial loss has proved to be a real prejudice. *Pitman* v. *Universal Ins. Co.*, 9 Q. B. D. 192; *Lidgett* v. *Secretan*, *supra*. Even accepting *Livie* v. *Janson* as binding authority, the principal case seems wrongly decided. The reason given for that decision — that there was no continuing prejudice — is certainly not present here, and the last cases cited above furnish a closer analogy.

INSURANCE — MUTUAL BENEFIT INSURANCE — RIGHT OF BENEFICIARY TO REINSTATE SUSPENDED POLICY AFTER DEATH OF INSURED. — A policy issued by a fraternal life insurance company provided that a life benefit member, suspended for the non-payment of a monthly rate, might be reinstated within a certain time by complying with the by-laws of the company. While suspended, but before the expiration of the period for reinstatement, the holder of such a policy died. The beneficiary offers to pay the assessments in arrears and seeks thus to secure reinstatement. *Held*, that he may do so. *Knights of the Maccabees of the World* v. *Johnson*, 185 Pac. 82 (Okla.).

The contract of insurance between a society and its members consists of the policy, application, charter, and by-laws taken together. *Wallace* v. *United Order of Golden Cross*, 106 Atl. 713 (Me.); *Evans* v. *Supreme Council of Royal Arcanum*, 223 N. Y. 497, 120 N. E. 93. These contracts usually impose suspension for non-payment, with a right to reinstatement within a certain time upon payment of arrears. Whether this right, when the insured dies during suspension, may be exercised by the beneficiary, is sometimes a troublesome question. If the policy contains an express disclaimer of liability for death during suspension, it is clear that the beneficiary can assert no right. *Ward* v. *Merchant's Life and Casualty Co.*, 139 Minn. 262, 166 N. W. 221. In the absence of such a provision, the courts have often reached the same result by construction. *Tabor* v. *Modern Woodmen of America*, 163 S. W. 324 (Tex. Civ. App.); *Gifford* v. *Workmen's Ben. Ass'n*, 105 Me. 17, 72 Atl. 680; *Campbell* v. *Supreme Lodge Knights of Pythias*, 168 Mass. 397, 47 N. E. 109. Other courts have reached the contrary result on the ground that by the terms of the particular contract the period was one of grace and not of forfeiture. *Provident Savings Life Assurance Soc.* v. *Taylor*, 142 Fed. 709; *Gottlieb* v. *Abraham Lincoln Mut. Life Ins. Co.*, 225 Pa. 102, 73 Atl. 1057. Still other courts have found in the facts of the case before them a suspension, but also a subsequent waiver by the company of its rights. *Jackson* v. *N. W. Mutual Relief Ass'n*, 78 Wis. 463, 47 N. W. 733; *McGowan* v. *N. W. Legion of Honor*, 98 Iowa, 118, 67 N. W. 89; *Dennis* v. *Mass. Ben. Ass'n*, 120 N. Y. 496, 24 N. E. 843. In the instant case the court has gone too far in fixing an absolute rule that the beneficiary may secure reinstatement of the policy. The rights of the beneficiary are determined by the terms of the original contract; and the problem, as in all contracts, is simply one of the manifested intention of the contracting parties.

LANDLORD AND TENANT — TENANCIES AT WILL AND AT SUFFERANCE — LANDLORD'S LIABILITY FOR FORCIBLE EVICTION. — The plaintiff occupied a cottage upon the defendant's premises as its employee. After he had left its service, the defendant gave him repeated notices to vacate and finally ejected him with the use of reasonable force. The plaintiff sued for forcible entry and